



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

June 29, 2012

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: PETER KOROLYK
STATE CONTRACT PROCUREMENT SUPERVISOR
302-857-4559

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS12526-MAINT_REPAIR
FLEET MAINTENANCE AND REPAIR

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OF
KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid for a one (1) year period from July 1, 2012 through June 30, 2013. Each contract may be renewed for four (4) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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Admiral Tire and Auto of Newark 1929 Kirkwood Hwy Newark, DE 19711 Contact: Jason Kuch Telephone: 302-737-2460 Fax: 302-368-3983 info@admiraltire.com FSF # 0000029829 Add'l service location in Dover 208 W. Cowgill St, 302-734-5911	Carman Ford Lincoln 193 S. DuPont Hwy New Castle, DE 19720 Contact: John Henry Phone 302-323-2315 Fax 302-323-1342 jhenry@carmanautogroup.com FSF # 0000025800
First Choice Auto & Truck Repair, Inc. 533 Rogers Road New Castle, DE 19720 Contact: Kenneth Williams Phone 302-656-1433 Fax 302-656-2341 Kw1stchoic@aol.com FSF # 00000136027	First Choice Auto & Truck Repair of Middletown 128 Patriot Drive, Unit 3 Middletown, DE 19709 Contact: Kenneth Williams Phone 302-656-1433 Fax 302-656-2341 Kw1stchoic@aol.com FSF # 00000136110

Fox Run Automotive Inc. 610 Connor Blvd Bear, DE 19701 Contact: Michael J. DeFino Phone 302-834-1200 Fax 302-834-4077 mdefino@foxrunauto.com FSF # 0000027687	Fred Drake Automotive 4195 DuPont Hwy Townsend, DE 19734 Contact: R. Fred Drake Jr. Phone 302-378-4877 Fax 302-378-8679 freddrakeauto@gmail.com FSF # 0000027587
Frederick Ford 26905 Sussex Hwy Seaford, DE 19973 Contact: Stephen Brown Phone 302-629-4553 Fax 302-629-3464 sbrown@frederickford.com FSF # 0000025124	Hertrich's Capitol 1127 S. DuPont Hwy. Dover, DE 19901 Contact: Bruce Robinson Telephone: 302-734-7505 Fax: 302-734-2099 brobinson@hertrichs.com FSF # 0000025657
Hertrich Ford Lincoln of Milford 1427 Bay Rd Milford, DE 19963 Contact: Mike Bullis Telephone: 302-422-5452 Fax: 302-839-0556 mbullis@hertrichs.com FSF # 0000030782	Hertrich of New Castle Inc. 120 S. DuPont Hwy New Castle, DE 19720 Contact: Brenda Daniels Phone 302-323-1100 Fax 302-323-0610 bdaniels@hertrichs.com FSF # TBD
i.g. Burton and Company, Inc. (Milford) 793 Bay Road Milford, DE 19963 Contact: Jen Couture Telephone: 302-422-3041 Fax: 302-422-1669 jcouture@igburton.com FSF # 0000024647 Two add'l service locations 605 Bay Rd, Milford 302-424-3041 24799 Sussex Hwy, Seaford 302-629-5514	Townsend Bros Inc. 1450 S. DuPont Hwy Dover, DE 19901 Contract: Tony Hall Phone 302-674-0100 Fax 302-674-5411 thall@townsendchevy.com FSF # 0000024548

W.T. Schrider & Sons, Inc. 24572 Betts Pond Rd Millsboro, DE 19966 Contact: Bill T. Schrider III Phone 302-934-1900 Fax 302-934-5393 bill@inandouttires.com FSF # 0000030561	William T. Wadkins Garage, Inc. 402 N.E. Front St Milford, DE 19963 Contact: William T. Wadkins, Jr. Telephone: 302-422-0265 Fax: 302-422-7075 wadkinsgarage@aol.com FSF # 0000018309
Winner Ford of Dover 591 S. DuPont Hwy Dover, DE 19901 Contact: Holly Johnson Phone 302-735-0445 Fax 302-735-2222 hjohnson@winnerauto.com FSF # 0000025747	-

4. DELIVERY AND PICKUP:

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Please review pricing spreadsheet for pick-up and delivery options for each vendor.

5. PRICING:

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Pricing spreadsheet is available on the Fleet Maintenance and Repair contract page.

Prices will remain firm for the term of the contract year.

ADDITIONAL TERMS AND CONDITIONS

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6. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

a. Fleet Services Billing

Fleet Services has instituted a department specific billing procedure that all provider is required to accept. Specifically, invoices for services and supplies provided to Fleet Services are to be sent directly to the Financial Operations unit in the Office of Management and Budget. Fleet Services staff will no longer pay by credit card, or collect and list invoices for payment. Vendors will continue to provide a work order or copy of the invoice with the cost that will be charged on the subsequent invoice sent to Financial Operations. Hard copy invoices must be mailed to:

OMB – Financial Operations
Attn: Brook Hughes
122 William Penn Street
Suite 101
Dover, DE 19901
Phone # 302-672-5201

Or, electronic invoices may be sent as email attachments to the following address:

OMB_FinOper@state.de.us

7. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

8. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

9. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

10. REQUIREMENTS:

This contract will be issued to cover the Fleet Maintenance & Repair requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

11. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

12. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

13. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

14. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.